COMMUNITY MENTAL HEALTH PARTNERSHIP OF SOUTHEAST MICHIGAN
REGULAR BOARD MEETING
705 N. Zeeb Rd, Ann Arbor, MI
Wednesday, October 12, 2016
6:00 PM

Agenda

| | | Guide |
|---|---|---|
| I. | Call to Order | 1 min |
| II. | Roll Call | 2 min |
| III. | Consideration to Adopt the Agenda as Presented | 2 min |
| IV. | Consideration to Approve the Minutes of the 9-14-16 Regular Meeting and Waive the Reading Thereof (Board Action) {Attachment #1} | 2 min |
| V. | Audience Participation (5 minutes per participant) | |
| VI. | Old Business<br>a. October Finance Report {Attachment #2}<br>b. Board Action Request {Attachment #3, 3a-b}<br>Consideration to adopt the Regional Operating Agreement as revised<br>c. November Four Board Meeting - State of the PIHP<br>Topics to include: Where we've been, where we're going, and a 298 update<br>November 9, 2016; 6:00 p.m. – 8:00 p.m.<br>705 N. Zeeb Road, Ann Arbor<br>Huron Room | 20 min |
| VII. | New Business<br>a. Election of Regional Board Officers | 15 min |
| VIII. | PIHP CEO Report to the Board<br>a. Report from the SUD Oversight Policy Board (OPB) | 15 min |
| IX. | Adjournment | |

Attachment #1 – October 2016

**COMMUNITY MENTAL HEALTH PARTNERSHIP OF SOUTHEAST MICHIGAN**
**REGULAR BOARD MEETING MINUTES**
**September 14, 2016**

**Members Present:** Greg Lane, Charles Coleman, Charles Londo, Judy Ackley, Ralph Tillotson, Martha Bloom, Robin Damschroder (phone), Sharon Slaton

**Members Absent:** Kent Martinez-Kratz, Sandra Libstorff, Bob Wilson, Lisa Berry-Bobovski, Barb Cox

**Staff Present:** Connie Conklin, Sandy Keener, Stephannie Weary, Marci Scalera, Trish Cortes, Lisa Jennings, Suzanne Stolz, James Colaianne, Nicole Phelps

**Others Present:** Lori Lutomski (Synod)

I. Call to Order
Meeting called to order at 6:00 p.m. by Board Chair G. Lane

II. Roll Call
A quorum of members present was confirmed.

III. Consideration to Adopt the Agenda as Presented

**Motion by Charles Coleman, supported by Judy Ackley, to approve the agenda**
**Motion carried**

IV. Consideration to Approve the Minutes of the July 13, 2016 Regular Meeting and Waive the Reading Thereof

**Motion by Judy Ackley, supported by C. Coleman, to approve the minutes of July 13, 2016 Regular Meeting and waive the reading thereof**
**Motion carried**

V. Audience Participation
None

VI. Old Business
a. July Finance Report
- S. Stolz presented the report. Discussion followed.

b. Board Action Request {Attachment #3}
Consideration to approve the modified language to the CMHPSM SUD

**Motion by C. Coleman, supported by R. Tillotson, to approve the modified language to the CMHPSM SUD Bylaws**
**Motion carried**

c. Board Action Request {Attachments #4, 4a}

1. Consideration to approve the CMHPSM's continued membership in the Michigan Consortium for Healthcare Excellence (MCHE)/ Michigan Association of Substance Abuse Coordinating Agencies (MASACA)

   **Motion by R. Tillotson, supported by S. Slaton, to approve the CMHPSM's continued membership in the Michigan Consortium for Healthcare Excellence (MCHE)/ Michigan Association of Substance Abuse Coordinating Agencies (MASACA)**
   **Motion carried**

| | | | |
|---|---|---|---|
| Ackley | Y | Libstorff | Absent |
| Berry-Bobovski | Absent | Londo | Y |
| Bloom | Y | Martinez-Kratz | Absent |
| Coleman | Y | Slaton | Y |
| Cox | Absent | Tillotson | Y |
| Damschroder | Y | Wilson | Absent |
| Lane | Y | | |

2. Consideration to approve the revised Michigan Consortium for Healthcare Excellence (MCHE) By-Laws

   **Motion by J. Ackley, supported by C Coleman, to approve the revised Michigan Consortium for Healthcare Excellence (MCHE) By-Laws**
   **Motion carried**

3. Consideration to appoint the CMHPSM Chief Executive Officer as the CMHPSM representative to the Michigan Consortium for Healthcare Excellence (MCHE)

   **Motion by C. Coleman, supported by J. Ackley, to appoint the CMHPSM Chief Executive Officer as the CMHPSM representative to the Michigan Consortium for Healthcare Excellence (MCHE)**
   **Motion carried**

VII. New Business

a. Board Action Request {Attachment #5}
   Consideration to approve the amendment of the 2016 Budget reducing the budgeted amount of $2,581,623 to the Risk Reserve and increasing the FY2016 Savings/Carryforward of $2,581,623

   **Motion by R. Tillotson, supported by M. Bloom, approve the amendment of the 2016 Budget reducing the budgeted amount of $2,581,623 to the Risk Reserve and increasing the FY2016 Savings/Carryforward of $2,581,623**
   **Motion carried**

| | | | |
|---|---|---|---|
| Ackley | Y | Libstorff | Absent |
| Berry-Bobovski | Absent | Londo | Y |
| Bloom | Y | Martinez-Kratz | Absent |
| Coleman | Y | Slaton | Y |
| Cox | Absent | Tillotson | Y |
| Damschroder | Y | Wilson | Absent |
| Lane | Y | | |

b. Board Action Request {Attachments #6, 6a}
Consideration to approve proposed 2017 Budget and allocations as presented

**Motion by M. Bloom, supported by R. Tillotson, to approve proposed 2017 Budget and allocations as presented**
**Motion carried**

| | | | |
|---|---|---|---|
| Ackley | Y | Libstorff | Absent |
| Berry-Bobovski | Absent | Londo | Y |
| Bloom | Y | Martinez-Kratz | Absent |
| Coleman | Y | Slaton | Y |
| Cox | Absent | Tillotson | Y |
| Damschroder | Y | Wilson | Absent |
| Lane | Y | | |

c. Board Action Request {Attachments #7, 7a}
Consideration to approve the authorization of Chief Executive Officer to sign the attached FY17 contracts

**Motion by J. Ackley, supported by C. Coleman, to approve the authorization of Chief Executive Officer to sign the attached FY17 contracts**
**Motion carried**

| | | | |
|---|---|---|---|
| Ackley | Y | Libstorff | Absent |
| Berry-Bobovski | Absent | Londo | Y |
| Bloom | Y | Martinez-Kratz | Absent |
| Coleman | Y | Slaton | N |

| | | | |
|---|---|---|---|
| Cox | Absent | Tillotson | Y |
| Damschroder | Y | Wilson | Absent |
| Lane | Y | | |

d. Nominating committee/point person for Regional Board Officer Election
   - Officer elections will take place at the November Regional Board meeting.
   - G. Lane volunteered to serve as the point person and will contact board members regarding interest in serving as a board officer.

e. November Four Board Meeting - State of the PIHP
   - Topics to include: Where the region has been and where the region is going. There will also be a 298 update.
   - The meeting will take place on Wednesday, November 9, starting at 6:00 p.m.

VIII. PIHP CEO Report to the Board

a. 3rd Quarter CEO Performance Metrics Report {Attachment #8}
   - J. Terwilliger provided the 3rd quarter CEO performance metrics report, which included data for all of FY 16 today.

b. Report from the SUD Oversight Policy Board (OPB)
   - C. Coleman provided an OPB update, including outcomes from the recent OPB strategic planning retreat and the status of the SUD RFI.

IX. Adjournment

**Motion by C. Londo, supported by C. Coleman, to adjourn the meeting**
**Motion carried**

Meeting adjourned at 7:05 p.m.

_____
Bob Wilson, CMHPSM Board Secretary

COMMUNITY MENTAL HEALTH PARTNERSHIP of Southeast Michigan

Financial Highlights
For the Period Ending August 31, 2016

Statement Of Revenue and Expenses:

1. Revenue

- Medicaid Carryforward and Healthy Michigan Plan Carryforward are under budget due to recognition at year end for the closing process for financial reporting status.
- Autism Medicaid is under budget due to timing. Autism is payment delayed. Payments are five months in arrears.
- SUD Block Grant and PA2 revenues are under budget due to timing of payments and delayed implementation of programs. Expenditures correlate with revenues.

2. Expenditures

- SUD Expenditures are under budget and correlate with revenues.
- Administrative costs are under budget due vacant positions throughout the year.

CMHPSM Strategies:

1. Preliminary financial statements for fiscal year end will be presented and will include a balance sheet representative of the financial status of the organization's assets.

# Community Mental Health Partnership of Southeast Michigan
## Statement of Revenues and Expenditures
## For the Period Ending August 31, 2016

| | 2nd Amend Budget | YTD Actual | YTD Budget | YTD Actual O/(U) Budget | |
|---|---|---|---|---|---|
| **Operating Revenue** | | | | | |
| Medicaid Capitation | $137,613,945 | $126,182,201 | $126,146,116 | $36,085 | |
| Medicaid Carryforward | 1,473,549 | - | 1,350,753 | (1,350,753) | a |
| Healthy Michigan Plan | 12,188,927 | 11,120,468 | 11,173,183 | (52,715) | |
| Healthy Michigan Carryforward | 5,224,847 | - | 4,789,443 | (4,789,443) | a |
| Autism | 1,661,715 | 725,476 | 1,523,239 | (797,762) | b |
| Medicaid Health Home-Washtenaw Only | 419,801 | 701,452 | 384,818 | 316,635 | c |
| 10% Health Home Match Washtenaw | 41,980 | 70,145 | 38,482 | 31,664 | |
| SUD Community Grant | 3,767,460 | 3,408,180 | 3,453,505 | (45,325) | |
| SUD PA2 - Cobo Tax Revenue | 2,105,798 | 1,403,727 | 1,930,315 | (526,588) | d |
| Local Match | 1,577,780 | 1,193,824 | 1,446,298 | - | |
| Other Revenue | 217,567 | 99,729 | 199,436 | (99,708) | |
| **Total Revenue** | **$166,293,369** | **$144,905,204** | **$152,435,588** | **$(7,277,910)** | |
| | | | | | |
| **Funding For CMHSP Partners** | | | | | |
| Lenawee CMHSP | 17,137,987 | 15,575,956 | $15,575,956 | - | |
| Livingston CMHSP | 23,871,599 | 21,469,301 | 21,469,301 | - | |
| Monroe CMHSP | 25,931,719 | 23,627,001 | 23,627,001 | - | |
| Washtenaw CMHSP | 65,954,549 | 60,778,612 | 60,778,612 | - | |
| **Total Funding For CMHSP Partners** | **$ 132,895,854** | **$ 121,450,869** | **$121,450,869** | **$0** | |
| | | | | | |
| **Funding For SUD Services** | | | | | |
| Lenawee County | 1,278,823 | 984,672 | $1,172,254 | (187,582) | e |
| Livingston County | 1,614,420 | 1,090,991 | 1,479,885 | (388,894) | e |
| Monroe County | 1,506,177 | 1,146,009 | 1,380,662 | (234,654) | e |
| Washtenaw County | 4,026,893 | 3,778,677 | 3,691,319 | 87,359 | e |
| **Total Funding For SUD Services** | **$ 8,426,313** | **$ 7,000,349** | **$7,724,120** | **$(723,771)** | |
| | | | | | |
| **Other Contractual Obligations** | | | | | |
| Hospital Rate Adjuster | 2,122,900 | 1,988,459 | $1,945,992 | 42,467 | |
| USE and HICA Tax | 10,492,516 | 9,158,293 | 9,618,140 | (459,847) | |
| Local Match | 1,577,780 | 1,193,824 | 1,446,298 | - | |
| 10% Health Home Match Washtenaw | 41,980 | 70,145 | 38,482 | 31,664 | c |
| **Total Other Costs** | **$14,235,176** | **$12,410,721** | **$13,048,911** | **$(385,715)** | |
| | | | | | |
| **CMHPSM Administrative Costs** | | | | | |
| Salary& Fringe | 1,768,037 | 1,239,917 | $1,620,701 | (380,784) | f |
| Administrative Contracts | 1,031,952 | 923,578 | 945,956 | (22,378) | f |
| Board Expense | 12,980 | 4,789 | 11,898 | (7,109) | f |
| All Other Costs | 168,136 | 99,405 | 154,125 | (54,720) | f |
| **Total Administrative Expense** | **$2,981,105** | **$2,267,689** | **$2,732,680** | **$(464,991)** | |
| | | | | | |
| **Risk Reserve Provision** | **$2,581,623** | | **2,366,488** | (2,366,488) | |
| **Contribution to Fund Balance/Carry Forward** | **$5,173,298** | | **4,742,190** | (4,742,190) | |
| | | | | | |
| **Total Expense** | **$166,293,369** | **$143,129,628** | **$152,065,258** | **$(8,683,154)** | |
| | | | | | |
| **Revenues over (under) Expenditures** | **$(0)** | **$1,775,576** | | | |

a - Timing difference, recognization will occur at year end corresponding to expenditures and close out with MDHHS.
b - Timing difference, Autism benefit receipts delayed.
c - Correlates with Home Health expenditures.
d - Funding of partners is on a cash basis, these amount do not reflect the partners projected use of fund sources
e - SUD expenses are under budget, Projects awarded for engagement centers have not been fully implemented.
f - Administrative expenses under budget due to vacant positions throught the year.

**COMMUNITY MENTAL HEALTH PARTNERSHIP OF SOUTHEAST MICHIGAN**
**Projected Summary by Funding Source**
**FY 2015/2016**

| | | Current Budget | Projected Use of Funding Source | Over (Under) Final Budget to Actual |
|---|---|---|---|---|
| **MEDICAID** | Lenawee | 15,450,000 | 14,150,000 | (1,300,000) |
| | Livingston | 21,405,000 | 21,713,596 | 308,596 |
| | Monroe | 23,675,000 | 23,925,000 | 250,000 |
| | Washtenaw | 59,950,000 | 58,450,000 | (1,500,000) |
| | **Medicaid Total** | **120,480,000** | **118,238,596** | **(2,241,404)** |
| **HMP** | Lenawee | 1,500,000 | 1,500,000 | - |
| | Livingston | 1,800,000 | 1,747,989 | (52,011) |
| | Monroe | 2,000,000 | 1,650,000 | (350,000) |
| | Washtenaw | 5,200,000 | 5,300,000 | 100,000 |
| | **HMP Total** | **10,500,000** | **10,197,989** | **(302,011)** |

Attachment #3 – Month Year

# Regional Board Action Request

Board Meeting Date: October 12, 2016

Action Requested: Consideration to approve the CMHPSM Regional Operations Agreement as revised.

Background: The Regional Operations Agreement (ROA) is one of the founding documents of the CMHPSM and sets forth the terms and conditions for the operations of the CMHPSM. It was reviewed and approved by all four CMHs at the time the CMHPSM was created. It is tied closely to the Bylaws.

The ROA has been updated to include Washtenaw County Community Mental Health and the Washtenaw Community Health Organization (WCHO) has been removed. This version of the ROA has been through extensive review and has been approved by each of the Partner CMH Boards. The final approval is made by the CMHPSM Board and then new effective dates and signatures by each CMH Board Chair will be obtained.

Connection to PIHP/MDCH Contract, Regional Strategic Plan or Shared Governance Model:

Sets forth the terms and conditions for the operations of the CMHPSM and is tied to the CMHPSM Bylaws.

Recommend: Approval

# COMMUNITY MENTAL HEALTH PARTNERSHIP OF SOUTHEAST MICHIGAN OPERATING AGREEMENT

This Operating Agreement (the "Agreement") is made as of this ____ day of _____, 2016 by and between the following parties, the Community Mental Health Partnership of Southeast Michigan (the "CMHPSM"), Lenawee Community Mental Health Authority, Livingston County Community Mental Health Authority, Monroe Community Mental Health Authority and Washtenaw County Community Mental Health (collectively the "Partners", individually the "Partner").

RECITALS

A. The Partners have formed the CMHPSM as a Regional Entity pursuant to MCL 330.1204b of the Mental Health Code, 1974 PA 258 to serve as the Prepaid Inpatient Health Plan ("PIHP") for the four (4) counties designated by the Michigan Department of Health and Human Services ("MDHHS") as Region Six (6), by filing Bylaws with the Secretary of State and the Clerk's Office of each County in which the Partners are located.

B. The Bylaws for the CMHPSM, set forth how the CMHPSM will be governed and managed and incorporate by reference an Operating Agreement which must be entered into by each Partner to set forth the terms and conditions as to how the CMHPSM will be operated.

C. The Partners desire to enter into this Operating Agreement to set forth the terms and conditions of the operation of the CMHPSM.

NOW THEREFORE, in furtherance of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

IT IS HEREBY AGREED by the parties entering into this Operating Agreement: the CMHPSM, the Lenawee Community Mental Health Authority, the Livingston County Community Mental Health Authority, the Monroe Community Mental Health Authority and Washtenaw County Community Mental Health as follows:

## ARTICLE I
## OPERATING VISION AND BENEFITS

**1.1 <u>OPERATING VISION</u>**. The organization of the CMHPSM is based on a shared governance model. The CMHPSM will utilize an administrative structure that empowers regional committees to maximize the use of the current best practices of each Partner (both administrative and clinical), while creating venues that allow voices from all consumer populations and the Partners to be heard. Within this governance model the CMHPSM has established certain checks and balances to ensure that governance remains equal and that the operation of the CMHPSM and its governance board is for the service of the Partners while still achieving the highest level of fiscal, program and regulatory compliance.

**1.2** **BENEFITS TO THE PARTNERS**. The following are proposed benefits to the Partners:

**1.2.1** **Funding Equity**. CMHPSM will adopt an equitable funding methodology across Region Six, based upon the medically necessary needs of individuals wherever they reside within Region Six;

**1.2.2** **Shared Governance**. The CMHPSM Board will govern with an emphasis on outward vision, diversity in viewpoints, strategic leadership and clear distinction of Board and CMHPSM Chief Executive Officer roles that strive for collective rather than individual decision making. The CMHPSM and its Partners will implement a shared governance decision making model that establishes and communicates specific goals based on an over-arching strategic plan that supports an organizational culture conducive to mutual trust and unified vision The Partners reserve the right to utilize shared governance strategies such as localization or regionalization of effort to meet PIHP delegated activities or CMHSP requirements.

**1.2.3** **Diversity**. Unique attributes and needs of each Partner will be respected and the local community models of service delivery will be fostered and supported within Region Six standards of care.

## ARTICLE II
## PURPOSE

**2.1** **PURPOSE**. The purpose of this Agreement is to provide the terms and conditions for the operation of the CMHPSM to serve as the Pre-Paid Inpatient Health Plan under contract with MDHHS for the counties, which have been designated by MDHHS as Region Six: Lenawee, Livingston, Monroe and Washtenaw.

## ARTICLE III
## GOVERNANCE, MANAGEMENT, OPERATIONS

**3.1** **GOVERNANCE/MANAGEMENT**. Subject to the powers reserved to the Partners in the Bylaws, the CMHPSM Board shall govern and manage the business, property and affairs of the CMHPSM.

**3.1.1** **Partners Reserved Powers**. Intentionally repeated from Bylaws, each Partner shall possess the powers and rights reserved to the Partners under these Bylaws which shall include the power to approve the following:

3.1.1.1 All amendments, restatements or the adoption of new bylaws;

3.1.1.2 The Operating Agreement, any amendment thereto and its termination;

3.1.1.3 Any proposal of the CMHPSM related to merger, consolidation, joint venture or the formation of a new organization;

3.1.1.4 The termination of the CMHPSM and distribution of assets and liabilities, if any;

3.1.1.5 The issuance of debt which exceeds certain threshold amounts established for the CMHPSM by the Partners in the Operating Agreement;

3.1.1.6 Secured borrowings and unsecured borrowings in excess of the amounts established in the Operating Agreement by the Partners, and

3.1.1.7 The sale, transfer or other disposition of substantially all assets of the CMHPSM.

## 3.2 REGIONAL OPERATIONS COMMITTEE ("ROC").

**3.2.1 Composition and Authority**: The Regional Operations Committee ("ROC") is comprised of the CMHPSM Chief Executive and the four CMHSP Executive Directors. The CMHPSM Chief Executive Officer participates as a voting member only for issues related to the CMHPSM operations and all Medicaid services and requirements. The ROC, in collaboration with the CMHPSM Board and CMHPSM Chief Executive Officer , create the vision, mission and long term plans for the CMHPSM. The ROC and the CMHPSM Chief Executive Officer establish and coordinate the priorities for the CMHPSM Board consideration and approval.

Because the CMHPSM is inherently and only created by the CMHSP Partners for the sole purpose of meeting the statutory and regulatory requirements to maintain a PIHP designation, the quality, financing and reporting functions are the joint responsibly of the CMHPSM Chief Executive Officer, the ROC and associated Partner staff as applicable (excluding BBA sanction requirements of the PIHP or the necessary financial risk retention deemed appropriate by the CMHPSM Board). The ROC, in collaboration with the CMHPSM Chief Executive Officer, establishes and charges operational committees and reporting structures of the CMHPSM region.

- The Regional Operations Committee (ROC)
- Regional Finance Committee
- Utilization Review Committee
- E.II Operations Committee
- Clinical Performance Team
- Network Management Committee
- Customer Services Committee
- Regional Consumer Advisory Council

**3.3 FUNCTIONAL CONSOLIDATION OF ADMINISTRATIVE ACTIVITIES**. It is the intention of the Partners to promote the efficiency and effectiveness of all services provided and managed by the CMHPSM. Since the MDHHS established the CMHPSM regional boundaries, the CMHPSM is committed to reviewing regional efforts with a goal of sharing resources across the Partners to support lean, efficient administrative functions while not incurring additional administrative expenses. This process includes the delegation and sub-contracting between and among the Partners and where applicable, support local grants and the future development and

partnerships of local Specialty Service and/or innovative models of service funding or service delivery systems.

**3.4 ACCOUNTABILITY FOR REGIONAL PERFORMANCE AND OUTCOMES**. All Partners of the CMHPSM, including Board members and staff have a duty of care locally as well as an obligation to the CMHPSM region. In order to fulfill these duties while respecting the uniqueness of the Partners, the CMHPSM will establish necessary regional standards related to financial and regulatory standards of the CMHPSM. The approach to ensure that the Partners meet these essential standards will be as follows:

Any Partner that does not meet thresholds for quality and performance established by CMHPSM will be required to successfully complete plans of correction ("POC"). The required POCs with associated timelines and persons responsible will be requested by the CMHPSM Chief Executive Officer and reviewed and approved by the ROC and the CMHPSM Board. POCs may be accepted or revisions requested in order to achieve desired standards. POCs may be required in order to remedy systemic problems or isolated incidents of significance that threaten Region Six (6)'s standards/thresholds.

Reports and POCs developed by the Partners are to be submitted to the ROC and the CMHPSM Board in specified formats. Such information may be developed by and/or shared with the ROC and other relevant committees as appropriate. Minutes will be kept in a standard format sufficient to document the topics discussed, analysis and resulting action items. All records, audit materials and communications/correspondence will be retained according to record keeping requirements under applicable laws.

Failure to respond to a request for corrective action or remedy a specific deficit will be addressed via specific sanctions policies of the CMHPSM Board. As part of the shared responsibility and accountability of the Partners to one another as a whole, areas of performance that adversely impact the CMHPSM will be the primary responsibility of the Partner who failed to meet the essential standards.

**3.5 COMPLIANCE WITH LAWS**. The CMHPSM and its Partners, Board members, officers and staff shall fully comply with all applicable laws, regulations and rules, including without limitation 1976 P.A. 267 (the "Open Meetings Act") and 1976 P.A. 422 (the "Freedom of Information Act") and those set forth in the PIHP contract for Medicaid Specialty Services . The CMHPSM Board will develop policies and procedures to address any noncompliance which shall be incorporated herein by reference.

## ARTICLE IV
## FINANCE

**4.1 ALLOCATION OF FUNDS**. The CMHPSM will use an agreed upon funding formula to allocate MDHHS Medicaid funding that is fair, equitable, which directs the maximum amount of funding received by the CMHPSM to mental health and substance use disorder service provision, withholding only the funds necessary to adequately fund: the Regional Internal Service Funds, CMHPSM regional taxes, MDHHS contract performance withholds or mandates, and the administrative expenses of the CMHPSM entity. The CMHPSM will follow board governance policy developed to ensure financial stability throughout the entire region. The goal of this funding

allocation model is to provide each of the Partners with historical and projected funding levels while supporting the essential Medicaid benefit and consumer needs provided by each Partner. Allocation of specific funding amounts, formulas, or other related information would be identified within the annual agreements between the CMHPSM and partner CMHSPs. The parties will follow the Regional Financial and Stability and Risk Reserve Policy in relation to fund allocation.

**4.1.1** **MDHHS Mandates**. The CMHPSM shall retain a designated percentage of the revenue received on all funding sources applicable to claims tax. The CMHPSM shall be responsible for filings and payment of the tax. The CMHPSM shall retain a designated percentage of revenue related to the Hospital Rate Adjuster (HRA) payment mandate. The CMHPSM shall be responsible for filings and payment of HRA payments. The CMHPSM would implement the same process for any future tax or payment mandates included in the MDHHS/CMHPSM Medicaid Specialty Supports contract.

**4.1.2** **Block Grants.** The CMHPSM Chief Executive Officer will receive the notification of Block Grants. Notification will be forwarded to the CMHPSM Board. Funding would be distributed to the regional CMHSPs based on the grant award and Partner participation.

**4.1.3** **Internal Service Fund ("ISF").** The ISF will be held by the CMHPSM. The Regional Finance committee and the ROC will recommend to the CMHPSM Board, based on an actuarial analysis, the minimal ISF funding. Interest earned on ISF is required to stay in the ISF. Potential usage of the ISF will follow the CMHPSM Financial Stability & Risk Reserve Management policy.

**4.1.4** **Medicaid Savings.** The Medicaid Savings as identified in the cost settlement process will be held by the CMHPSM for the FY beginning January 1, 2014 and beyond. . Adjustments to the Medicaid Savings allocations could be adjusted based on the available resources and specific Partner needs.

**4.1.5** **Special Fund Account:** All PA 226 local funds accrued through first and third party revenue will be retained by each CMHSP Partner.

**4.1.6** **Capital.** The CMHPSM can purchase and account for capital items based on the CMHPSM board approved budget.

**4.1.7** **Surplus Funds**. Unspent CMHPSM funds (difference between approved budgeted funds which have been withheld monthly by the CMHPSM and actual spent) will become part of the overall Medicaid funds usable across the region for current operations. If the funds are not needed for operations then they would be added to either the Medicaid Savings pooled funds or the ISF.

**4.2** **LOCAL MATCH OBLIGATIONS**. The State of Michigan's appropriation act permits a contribution from internal resources. Local funds shall be used as a bona fide

part of the State match required under the Medicaid program in order to increase capitation payments.

**4.2.1 Local Match Submission.** Partners shall submit local funds as a bona fide source of match for Medicaid to the CMHPSM on a quarterly basis. These payments shall be made in a reasonable timeframe to allow the CMHPSM to process the local match payment to the State in accordance with the MDHHS payment schedule.

**4.2.2 Local Match Monitoring.** The CMHPSM and its Partners shall establish mechanisms to ensure that the local match of each Partner is funded and monitored no less than quarterly to guarantee adequacy of funding.

**4.2.3 Responsibility to Notify.** Any Partner that projects a problem or issue with local match funding shall immediately notify the CMHPSM CFO. A plan of correction shall be completed and sent to the CMHPSM CFO within ten (10) business days of the identification of the problem.

**4.6 COST SHARING.**

**4.6.1 Leased and Regionally Centralized Delegated CMHPSM Functions.** Leased and regionally centralized delegated CMHPSM functions, if any, will be identified in separate sets of individual agreements between the CMHPSM and the CMHSP partners as part of the CMHPSM annual budget and payment will be forwarded to the Partner providing the service on a monthly basis. Leased services for a designated staff person would include salary, benefits, and administrative overhead expenses proportionally to the leased FTE percent for that person or persons. Regionally centralized delegated services are functions completed for the entire Region Six by a CMHSP Partner. Payments for delegated services shall cover all CMHSP Partner expenses that are applicable, including but not limited to salary, benefits, administrative overhead expenses proportionally to FTE staffing, operating or other related expenses and will be cost settled by the Partner with the CMHPSM annually. This section does not refer to Medicaid Managed Care Administrative delegated functions which are individually delegated to a CMHSP Partner by the CMHPSM for local performance within the CMHSP's own county.

**4.7 MEDICAID MANAGED CARE ADMINISTRATIVE FUNCTIONS.** Many of the managed care administrative functions will be delegated to the local CMHSP level. Financial support for these administrative functions will be included as part of each Partner's global allocation as described in the payment methods detailed in this Article IV and will be reported separately to the CMHPSM as Medicaid managed care administration and included as a Medicaid expense.

**4.8 ACCOUNTABILITY OF CMHPSM INTERNAL FUNDS.** The CMHPSM Chief Financial Officer in collaboration with the CMHPSM Chief Executive Officer will review all of the following in relation to CMHPSM internal operations: contracts and procedures for expending funds or for the procurement of goods or services i.e., related to cost-sharing, cost-allocations, local match obligations related to Medicaid funds, fund transfers, repurchase (contracting back) arrangements, resource/asset claims, liability obligations, risk obligations, risk management,

contingencies, areas of limitations, and areas of exclusions, per diem and travel expense, space use agreements, employee leases and contracts, software and equipment leases, audit services and provide supporting information to the ROC, and provide a recommendation with supporting detail to the CMHPSM Board.

**4.9 DEBT LIMITS.** The CMHPSM shall not incur debt greater than $25,000 without the approval of the CMHPSM Board.

**4.10 SECURED AND UNSECURED BORROWING LIMITS.** All borrowing limits of the CMHPSM must have both Partner and CMHPSM Board approval.

## ARTICLE V
## IMMUNITY, LIABILITY, INSURANCE, DISPUTE

**5.1 GOVERNMENTAL IMMUNITY**. All the privileges and immunities from liability and exemptions from laws, ordinances, and rules provided under MCL § 330.1205(3) (b) of the Mental Health Code to county community mental health service programs and their board members, officers, and administrators, and county elected officials and employees of county government are retained by the CMHPSM and the CMHPSM's Board Members, advisory board members, officers, agents, and employees, as provided in MCL § 330.1204b (4).

**5.2 LIABILITY**.

**5.2.1** All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the CMHPSM shall be the sole and nontransferable responsibility of the CMHPSM, and not the responsibility of the Partner, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act by the CMHPSM, its Board Members, officers, employees or representatives; provided that nothing herein shall be construed as a waiver of any governmental or other immunity that has been provided to the CMHPSM or its Board Partners, officers, employees or representatives, by statute or court decisions.

**5.2.2** All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Partner shall be the sole and nontransferable responsibility of the Partner and not the responsibility of the CMHPSM, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act by the Partner, its Board Members, officers, directors, employees and authorized representatives; provided that nothing herein shall be construed as a waiver of any governmental or other immunity that has been provided to the Partner or its Board Members, officers, employees or representatives, by statute or court decisions.

**5.2.3** Each Partner and the CMHPSM will obtain its own counsel and will bear its own costs including judgments in any litigation which may arise out of its activities to be carried out pursuant to its obligations under the Bylaws or any agreement between the Partners or the Partners and the CMHPSM. It is specifically understood that no indemnification will be provided in such litigation.

**5.2.4** In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly under the Bylaws or any agreement between the Partners or the Partners and the CMHPSM, such liability, loss or damages shall be borne by each party in relation to each party's responsibilities under the joint activities, provided that nothing herein shall be construed as a waiver of any governmental or other immunity granted to any of said parties as provided by applicable statutes and/or court decisions.

**5.2.5** Under the Bylaws, it is the intent that each of the Partners and the CMHPSM shall separately bear and shall be separately responsible for only those financial obligations related to their respective duties and responsibilities.

**5.3 INSURANCE.**

**5.3.1 Insurance.** The CMHPSM will obtain and maintain during the term of this Operating Agreement insurance coverage for funds and financial risk pursuant to its obligations. Each Partner shall procure, pay the premium on, keep and maintain during the term of this Operating Agreement insurance coverage in such amounts as necessary to cover all claims which may arise out of activities to be carried out pursuant to its obligations. Each Partner shall ensure that all of its subcontractors and their staff are covered by all appropriate liability and malpractice insurance for the services which they perform.

**5.3.2** The CMHPSM may purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, employee or representative of the CMHPSM, against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the CMHPSM would have power to indemnify the person against such liability under the Bylaws or the laws of the State of Michigan.

**5.4 DISPUTE RESOLUTION.** Any dispute between the partners related to the CMHPSM Bylaws, or this Operating Agreement that cannot be resolved through amiable discussion will be referred to the Governing Boards of each Partner for due consideration within forty five (45) days. The resolution of the dispute will be final upon agreement of three-fourths of the Partners in the form of a duly adopted resolution of the governing bodies. Any other disputes related to other CMHPSM matter will be resolved as follows:

**5.4.1 Step 1.** The Executive Director of the Partner will attempt to resolve the dispute through discussion with the CMHPSM Chief Executive Officer and/or the ROC.

**5.4.2 Step 2.** If the dispute remains unresolved, the Executive Director of the Partner and the Chief Executive Officer will provide a written description of the issue in dispute and a proposed solution to the CMHPSM Board. The CMHPSM Board will have thirty (30) calendar days to provide a written decision.

**5.4.3 Step 3.** If the dispute remains unresolved to the satisfaction of the Partner, the Partner may seek mediation, binding arbitration or legal recourse as provided by law.

## ARTICLE VI
## HUMAN RESOURCES

**6.1 HUMAN RESOURCES.**

The CMHPSM as outlined by Article IV of the Bylaws shall "employ" staff by direct employment, leasing or contracting with the primary emphasis on assuring the CMHPSM staff understand and continue the shared governance culture and the continued service excellence that has been developed by the CMHPSM.

The ROC will be involved in the interview and evaluation process of the CMHPSM Chief Executive Officer. The CMHPSM Board has the sole responsibility for all hiring and retention decisions regarding the Chief Executive Officer. The CMHPSM Chief Executive Officer shall hire internal staff according to the Chief Executive Officer Authority for Human Resources policy.,

## ARTICLE VII
## PLANNING AND POLICY DEVELOPMENT

**7.1 PLANNING AND POLICY DEVELOPMENT**

The CMHPSM Board, in collaboration with the ROC and the CMHPSM Chief Executive Officer will develop and publish a Mission and Vision Statement, congruent with the purpose of the CMHPSM.

As requested by the ROC and at the permission of the CMHPSM Board, the CMHPSM Chief Executive Officer will facilitate a planning session involving the CMHPSM Board and the ROC to create, update, or modify the long-term or strategic plan of the CMHPSM. In preparation for this planning, the CMHPSM Chief Executive Officer will use methods to gain input or feedback from Partner Boards, recipients of services and local communities to inform the planning process.

The CMHPSM Board will approve the Strategic Plan prior to publication.

## ARTICLE VIII
## TERM, TERMINATION

**8.1 TERM**. The term of this Operating Agreement shall commence on the last date upon which all parties hereto have executed this Operating Agreement and shall continue until terminated as provided in Section 8.2.

**8.2 TERMINATION**. This Operating Agreement shall terminate upon the written agreement of three-fourths (3/4) of the CMHPSM Partners and the CMHPSM; provided that all outstanding indebtedness of the CMHPSM shall be paid and no contract of the CMHPSM shall be impaired by said termination. As soon as possible after termination of this Operating Agreement, the CMHPSM shall wind up its affairs as provided in the Bylaws.

## ARTICLE IX
## MISCELLANEOUS

**9.1 ASSIGNMENT**. No party may assign its respective rights, duties or obligations under this Operating Agreement.

**9.2 NOTICES**. All notices or other communications authorized or required under this Operating Agreement shall be given in writing, either by personal delivery or certified mail (return receipt requested).

**9.3 ENTIRE AGREEMENT.** This Operating Agreement, including the Exhibits attached hereto and the documents referred to herein, embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. Except for the CMHPSM's Bylaws, there are no other agreements or understandings, oral or written, between the parties with respect to the subject matter hereof and this Operating Agreement supersedes all previous negotiations, commitments and writings with respect to the subject matter hereof.

**9.4 GOVERNING LAW.** This Operating Agreement is made pursuant to, and shall be governed by, and construed, enforced and interpreted in accordance with, the laws and decisions of the State of Michigan.

**9.5 BENEFIT OF THE AGREEMENT.** The provisions of this Operating Agreement shall not inure to the benefit of, or be enforceable by, any person or CMHPSM other than the parties and any permitted successor or assign. No other person shall have the right to enforce any of the provisions contained in this Operating Agreement including, without limitation, any employees, contractors or their representatives.

**9.6 ENFORCEABILITY AND SEVERABILITY.** In the event any provision of this Operating Agreement or portion thereof is found to be wholly or partially invalid, illegal or unenforceable in any judicial proceeding, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Operating Agreement, as the case may require, and this Operating Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

**9.7 CONSTRUCTION.** The headings of the sections and paragraphs contained in this Operating Agreement are for convenience and reference purposes only and shall not be used in the construction or interpretation of this Operating Agreement.

**9.8 COUNTERPARTS.** This Operating Agreement may be executed in one or more counterparts, each of which shall be considered an original, but together shall constitute one and the same agreement.

**9.9 EXPENSES.** Except as is set forth herein or otherwise agreed upon by the parties, each party shall pay its own costs, fees and expenses of negotiating and consummating this Operating Agreement, the actions and agreements contemplated herein and all prior negotiations, including legal and other professional fees.

**9.10 REMEDIES CUMULATIVE.** All rights, remedies and benefits provided to the parties hereunder shall be cumulative, and shall not be exclusive of any such rights, remedies and benefits or of any other rights, remedies and benefits provided by law. All such rights and remedies may be exercised singly or concurrently on one or more occasions.

**9.11 BINDING EFFECT.** This Operating Agreement shall be binding upon the successors and permitted assigns of the parties.

**9.12 RELATIONSHIP OF THE PARTIES**. The parties agree that no party shall be responsible for the acts of the CMHPSM or of the employees, agents and servants of any other party, whether acting separately or in conjunction with the implementation of this Operating Agreement. The parties shall only be bound and obligated under this Operating Agreement as expressly agreed to by each party and no party may otherwise obligate any other party.

**9.13 NO WAIVER OF GOVERNMENTAL IMMUNITY**. The parties agree that no provision of this Operating Agreement is intended, nor shall it be construed, as a waiver by any party of any governmental immunity or exemption provided under the Mental Health Code or other applicable law.

## ARTICLE X
## AMENDMENTS

Modifications, amendments or waivers of any provision of this Operating Agreement may be made only by the written consent of three-fourths (3/4) of the parties hereto.

## ARTICLE XI
## CERTIFICATION OF AUTHORITY TO SIGN THIS OPERATING AGREEMENT

The persons signing this Operating Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Operating Agreement on behalf of said parties, and that this Operating Agreement has been authorized by said parties pursuant to formal resolution(s) of the appropriate governing body(ies).

IN WITNESS WHEREOF, the parties hereto have entered into, executed and delivered this Operating Agreement as of the dates noted below.

**LENAWEE COMMUNITY MENTAL HEALTH AUTHORITY**

By: _____ Date: _____

Its: _____

**LIVINGSTON COUNTY COMMUNITY MENTAL HEALTH AUTHORITY**

By: _____ Date: _____

Its: _____

**MONROE COMMUNITY MENTAL HEALTH AUTHORITY**

By: _____ Date: _____

Its: _____

**WASHTENAW COUNTY COMMUNITY MENTAL HEALTH**

By: _____ Date: _____

Its: _____

**COMMUNITY MENTAL HEALTH PARTNERSHIP OF SOUTHEAST MICHIGAN**

By: _____ Date: _____

Its: _____

# COMMUNITY MENTAL HEALTH PARTNERSHIP OF SOUTHEAST MICHIGAN OPERATING AGREEMENT

This Operating Agreement (the "Agreement") is made as of this ____ day of _____, 2016~~53~~ by and between the following parties, the Community Mental Health Partnership of Southeast Michigan (the "CMHPSM"), Lenawee Community Mental Health Authority, Livingston County Community Mental Health Authority, Monroe Community Mental Health Authority and ~~the Washtenaw Community Health Organization~~Washtenaw County Community Mental Health (collectively the "Partners", individually the "Partner").

RECITALS

A. The Partners have formed the CMHPSM as a Regional Entity pursuant to MCL 330.1204b of the Mental Health Code, 1974 PA 258 to serve as the Prepaid Inpatient Health Plan ("PIHP") for the four (4) counties designated by the Michigan Department of ~~Community Health~~ Health and Human Services ("~~MDCH~~MDHHS") as ~~Region 6~~Region Six (6), by filing Bylaws with the Secretary of State and the Clerk's Office of each County in which the Partners are located.

B. The Bylaws for the CMHPSM, set forth how the CMHPSM will be governed and managed and incorporate by reference an Operating Agreement which must be entered into by each Partner to set forth the terms and conditions as to how the CMHPSM will be operated.

C. The Partners desire to enter into this Operating Agreement to set forth the terms and conditions of the operation of the CMHPSM.

NOW THEREFORE, in furtherance of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

IT IS HEREBY AGREED by the parties entering into this Operating Agreement: the CMHPSM, the Lenawee Community Mental Health Authority, the Livingston County Community Mental Health Authority, the Monroe Community Mental Health Authority and Washtenaw County Community Mental Health as follows:

## ARTICLE I
## OPERATING VISION AND BENEFITS

**1.1 OPERATING VISION**. The organization of the CMHPSM is based on a shared governance model. The CMHPSM will utilize~~se~~ ~~a lean~~ an administrative structure that empowers regional committees to maximize the use of the current best practices of each Partner (both administrative and clinical), while creating venues that allow voices from all consumer populations and the Partners to be heard. Within this governance model the CMHPSM has established certain checks and balances to ensure that governance remains equal and that the operation of the CMHPSM and its governance board is for the service of the Partners while still achieving the highest level of fiscal, program and regulatory compliance.

**1.2 BENEFITS TO THE PARTNERS**. The following are proposed benefits to the Partners:

**1.2.1 Funding Equity**. CMHPSM will adopt an equitable funding methodology across ~~Region 6~~Region Six, based upon the medically ~~neccesarry~~necessary needs of individuals wherever they reside within ~~Region 6~~Region Six;

~~**1.2.2 Strength-Based Localization**. Areas of strength will be delegated to a Partner or Partners of Region 6Region Six as it benefits Region 6Region Six as a whole;~~

~~**1.2.3 Strength-Based Regionalization**. Partners may share assessed areas of strength with Region 6Region Six as a whole;~~

**1.2.2~~4~~ Shared Governance**. The CMHPSM Board will govern with an emphasis on outward vision, diversity in viewpoints, strategic leadership and clear distinction of Board and ~~Managing Director~~CMHPSM Chief Executive Officer roles that strive for collective rather than individual decision making. The CMHPSM and its Partners will implement a shared governance decision making model that establishes and communicates specific goals based on an over-arching strategic plan that supports an organizational culture conducive to mutual trust and unified vision~~.~~ The Partners reserve the right to utilize shared governance strategies such as localization or regionalization of effort to meet PIHP delegated activities or CMHSP requirements.

**1.2.3~~5~~ Diversity**. Unique attributes and needs of each Partner will be respected and the local community models of service delivery will be fostered and supported within ~~Region 6~~Region Six standards of care.

## ARTICLE II
## PURPOSE

**2.1 PURPOSE**. The purpose of this Agreement is to provide the terms and conditions for the operation of the CMHPSM to serve as the ~~CMHPSM~~ Pre-Paid Inpatient Health P~~p~~lan under contract with MDHHS~~CH~~ for the counties, which have been designated by ~~MDCH~~MDHHS as ~~Region 6~~Region Six: Lenawee, Livingston, Monroe and Washtenaw.

## ARTICLE III
## GOVERNANCE, MANAGEMENT, OPERATIONS

**3.1 GOVERNANCE/MANAGEMENT**. Subject to the powers reserved to the Partners in the Bylaws, the CMHPSM Board shall govern and manage the business, property and affairs of the CMHPSM.

**3.1.1 Partners Reserved Powers**. Intentionally repeated from Bylaws, each Partner shall possess the powers and rights reserved to the Partners under these Bylaws which shall include the power to approve the following:

3.1.1.1 All amendments, restatements or the adoption of new bylaws;

3.1.1.2 The Operating Agreement, any amendment thereto and its termination;

3.1.1.3 Any proposal of the CMHPSM related to merger, consolidation, joint venture or the formation of a new organization;

3.1.1.4 The termination of the CMHPSM and distribution of assets and liabilities, if any;

3.1.1.5 The issuance of debt which exceeds certain threshold amounts established for the CMHPSM by the Partners in the Operating Agreement;

3.1.1.6 Secured borrowings and unsecured borrowings in excess of the amounts established in the Operating Agreement by the Partners, and

3.1.1.7 The sale, transfer or other disposition of substantially all assets of the CMHPSM.

## 3.2 REGIONAL OPERATIONS COMMITTEE ("ROC").

**3.2.1 Composition and Authority**: The Regional Operations Committee ("ROC") is comprised of the CMHPSM Chief Executive and~~,~~ the four ~~Partners'~~ CMHSP Executive Directors ~~and the CMHPSM SUD Coordinating Agency (CA) Director~~. The CMHPSM ~~Managing Director~~Chief Executive Officer participates as a voting member only for issues related to the CMHPSM ~~activities~~ operations and all Medicaid services and requirements. The ROC, in collaboration with the CMHPSM Board and CMHPSM Chief Executive Officer ~~Managing Director~~, create the vision, mission and long term plans for the CMHPSM. The ROC and the ~~Managing Director~~CMHPSM Chief Executive Officer establish and coordinate the priorities for the CMHPSM Board consideration and approval.

Because the CMHPSM is inherently and only created by the CMHSP Partners for the sole purpose of meeting the statutory and regulatory requirements to maintain a ~~CMHPSM~~ PIHP designation, the quality, financing and reporting functions are the joint responsibly of the ~~Managing Director~~CMHPSM Chief Executive Officer, the ROC and associated Partner staff as applicable (excluding BBA sanction requirements of the ~~CMHPSM~~ PIHP or the necessary financial risk retention deemed appropriate by the CMHPSM Board). The ROC, in collaboration with the ~~Managing Director~~CMHPSM Chief Executive Officer, establishes and charges operational committees and reporting structures of the CMHPSM region. ~~The following committee's and reporting structures of the ROC are outlined in detail in Attachment A.~~

- The Regional Operations Committee (ROC)
- Regional Finance Committee
- Utilization Review Committee
- E.II Operations Committee
- ~~Quality/Performance Improvement~~ Clinical Performance Team ~~Committee~~
- Network Management Committee
- Customer Services Committee
- Regional Consumer Advisory Council

**3.3 FUNCTIONAL CONSOLIDATION OF ADMINISTRATIVE ACTIVITIES**. It is the intention of the Partners to promote the efficiency and effectiveness of all services provided and managed by the CMHPSM. Since the ~~MDCH~~MDHHS established the CMHPSM regional boundaries, the CMHPSM is committed to reviewing regional efforts with a goal of sharing resources across the Partners to support lean, efficient administrative functions while not incurring additional administrative expenses. This process includes the delegation and sub-contracting between and among the Partners and where applicable, support local grants and the future development and partnerships of local Specialty Service and/or innovative models of service funding or service delivery systems. ~~Safety Net Medicaid Accountable Care Organizations.~~

**3.4 ACCOUNTABILITY FOR REGIONAL PERFORMANCE AND OUTCOMES**. All Partners of the CMHPSM, including Board members and staff have a duty of care locally as well as~~nd~~ an obligation~~duty of loyalty~~ to the CMHPSM region. In order to fulfill these duties while respecting the uniqueness of the Partners, the CMHPSM will~~will also~~ establish necessary regional standards related to financial and regulatory standards of the CMHPSM. The approach to ensure that the Partners meet these essential standards will be as follows:

Any Partner that does not meet thresholds for quality and performance established by CMHPSM will be required to successfully complete ~~corrective action plans or~~ plans of correction ("POC"). The required POCs with associated timelines and persons responsible will be requested by the CMHPSM ~~Managing Director~~Chief Executive Officer and reviewed and approved by the ROC and the CMHPSM Board. POCs may be accepted or revisions requested in order to achieve desired standards. POCs may be required in order to remedy systemic problems or isolated incidentsce of significance that threaten Region Six (6)~~6~~'s standards/thresholds.

Reports and POCs developed by the Partners are to be submitted to the ROC and the CMHPSM Board in specified formats. ~~This~~ Such information may be developed by and/or shared with the ~~relevant~~ ROC and other relevant committees as appropriate. Minutes will be kept in a standard format sufficient to document the topics discussed, analysis and resulting action items. All records, audit materials and communications/correspondence will be retained according to record keeping requirements under applicable laws.

Failure to respond to a request for corrective action or remedy a specific deficit will be addressed via specific sanctions policies of the CMHPSM Board. As part of the shared responsibility and accountability of the Partners to one another as a whole, areas of performance that adversely impact the CMHPSM will be the primary responsibility of the Partner who failed to meet the essential standards.

**3.5 COMPLIANCE WITH LAWS**. The CMHPSM and its Partners, Board members, officers and staff shall fully comply with all applicable laws, regulations and rules, including without limitation 1976 P.A. 267 (the "Open Meetings Act") and 1976 P.A. 422 (the "Freedom of Information Act") and those set forth in the PIHP contract for Medicaid Specialty Services . The CMHPSM Board will develop policies and procedures to address any noncompliance which shall be incorporated herein by reference.

## ARTICLE IV
## FINANCE~~CIAL~~

**4.1 ALLOCATION OF FUNDS**. The CMHPSM will use an ~~actuarially sound~~ agreed upon funding formula ~~and a direct pass through of~~to allocate ~~MDCH MDHHS~~MDHHS Medicaid funding that is fair, equitable ~~and passes on~~, which directs the maximum amount of funding received by the CMHPSM to mental health and substance use disorder service provision, withholding only the funds necessary to adequately fund: the Regional Internal Service Funds, CMHPSM regional taxes, MDHHS contract performance withholds or mandates, and the administrative expenses of the CMHPSM entity. The CMHPSM will follow board governance policy developed to ensure financial stability throughout the entire region. ~~minus contributions to Internal Service Funds (if actuarially required),CMHPSM regional taxes, MDHHS payment mandates, and the CMHPSM administrative expenses.~~ The goal of this funding allocation model is to provide each of the Partners with historical and projected funding levels while supporting the essential Medicaid benefit and consumer needs provided by each Partner. Allocation of specific funding amounts, formulas, or other related information would be identified within the annual agreements between the CMHPSM and partner CMHSPs. The parties will follow the Regional Financial and Stability and Risk Reserve Policy in relation to fund allocation.

~~**4.1.1 Regional Revenues**. The CMHPSM receives multiple funding streams from MDHHS on behalf of Region Six and its Partner CMHs.~~

~~**4.1.1.1 Medicaid Managed Care Funding (State Plan and other B3 Alternative Services):** The Medicaid managed care payments will be formulated using an actuarially sound method. These managed care payments will be made monthly and are based on the number of "active" consumers served by each Partner including current and historical consumer demographics, diagnosis, service history and costs. An "active" consumer is defined as an individual who has received one or more services from the Partner (or its subcontractors) within the last ninety (90) days. The CMHPSM agrees to provide source documentation and payment detail derived from the Partners actuarial report.~~

~~**4.1.1.2 Budget Adjustor Payments:** Because the actuarial model is based on historical costs and services, a budget adjustor payment will be made that at a minimum reflects the Partners historical funding levels if funding is available. This Budget Adjustor payment will consist of both current year and prior year Medicaid saving and/or carry forward (if available) and will be distributed to each affiliate based on the Partners percentage of Medicaid funding as described in section 4.1.1.1 and 4.1.1.3. Below is "current" estimate of the percentages used for the budget adjustor payment and subject to change as funding percentages change.~~

~~**Lenawee 14.50%**~~

~~**Livingston 18.38%**~~

~~**Monroe 18.47%**~~

~~**Washtenaw 48.65%**~~

~~4.1.1.3 **Distribution of Medicaid Capitation – HAB and/or I waiver.** The CMHPSM will distribute on 100% of all Habilitation and/or I waiver payments received by the State as designated for each Partner's enrolled consumers.~~

~~4.1.1.4 **Distribution of Medicaid Capitation – Autism.** The CMHPSM will distribute the Autism dollars to the Partners using the same methodology as MDCH allocates the dollars. The CMHPSM will designate an Autism Coordinator and will coordinate the cost settlement process of the Autism benefit funding as described by the MDCH.~~

~~4.1.1.5 **Distribution of Medicaid Capitation – ABW.** From 1-1-14 to 3-31-14 (or until the Health Michigan 1115 Waiver is approved by CMS) the CMHPSM will distribute the ABW dollars, if any, to the Partners using the same methodology as the State allocates the dollars.~~

4.1.~~21.6~~ ~~**Tax and Hospital Rate Adjuster (HRA) Payment**~~**MDHHS Mandates**. The CMHPSM shall retain a designated percentage of the revenue received on all funding sources applicable to claims tax. The CMHPSM shall be responsible for filings and payment of the tax. ~~If the amount retained is greater than what is required to meet the claims tax obligations, the excess funds shall be distributed to the Partners utilizing the same method as the source funds.~~ The CMHPSM shall retain a designated percentage of revenue related to the Hospital Rate Adjuster (HRA) payment mandate. The CMHPSM shall be responsible for filings and payment of HRA payments. The CMHPSM would implement the same process for any future tax or payment mandates included in the MDHHS/CMHPSM Medicaid Specialty Supports contract.

4.1.~~31.7~~ **Block Grants.** The CMHPSM ~~Managing Director~~Chief Executive Officer will receive the notification of Block Grants. Notification will be forwarded to the CMHPSM Board. Funding would be distributed to the regional CMHSPs based on the grant award and Partner participation.

4.1.~~41.8~~ ~~**Distribution of Substance Use Disorder ("SUD") Funding – All Sources.** The CMHPSM will distribute funding based on the current Recovery Oriented System of Care contractual arrangements used for Lenawee, Livingston, Monroe and Washtenaw Counties. Any regional CMHSPs awarded SUD responsibilities within one of the counties in Region Six will be issued a separate contract from the Mental Health Service Program contract.Initially, the CMHPSM will keep funding separate between Mental Health and SUD.~~

~~SUD funding related to Monroe County will be agreed upon by the SUD Oversight Committee and the CMHPSM Board on or after 10-1-14.~~

~~4.1.1.9 **Other Funding.** All other payments (including DHS Incentive payments) will be distributed to the respective Partner using the same methodology as the state allocates the dollars.~~

**4.1.~~5~~1.~~10~~ Internal Service Fund ("ISF").** The ISF will be held by the CMHPSM. The Regional F~~f~~inance committee and the ROC will recommend to the CMHPSM Board, based on an actuarial analysis, the minimal ISF funding. ~~– Historical information or actuarial determined amounts are acceptable methods.~~ Interest earned on ISF is required to~~will~~ stay in the ISF. Potential u~~U~~sage of the ISF will follow the CMHPSM Financial Stability & Risk Reserve Management policy.~~Regional require that the Partner immediately notify the CMHPSM when cost overruns are expected. Resources would be distributed to the Partner needing dollars from current year unspent Medicaid first. If the ISF is depleted, Partners would individually utilize other fund sources to cover Medicaid excess costs as outlined in the CMHPSM "Funding Principals and Guidelines" (attached). Should the CMHPSM dissolve the ISF, the ISF would be distributed to each Partner based on the percentage of total CMHPSM Medicaid received as described in 4.1.1.2. The CMHPSM Chief Financial Officer ("CFO") would maintain current records and revenue percentages to distribute Partner funding. The ISF~~

**4.1.~~6~~1.~~11~~ Medicaid Savings.** The Medicaid Savings as identified in the cost settlement process will be held by the CMHPSM for the FY beginning January 1, 2014 and beyond. ~~This is considered a pooled resource and would be distrusted as Budget Adjustor Payments after the completion and certification of the amount based on the CMHPSM audit as described in section 4.1.1.2~~. Adjustments to the Medicaid Savings allocations could be adjusted based on the available resources and specific Partner needs. ~~For new programs, Medicaid Savings could be designated to help with start-up costs, etc.~~

**4.1.~~1.12~~7 Special Fund Account:** All PA 226 local funds accrued through first ~~1~~1st and third party revenue will be retained by each CMHSP Partner.

~~**4.1.2.13 Financial Support for the CMHPSM after 1/1/2014.** Financial support will be proportional using the revenue allocation method detailed above.~~

**4.1.~~2.14~~8 Capital.** The CMHPSM can purchase and account for capital items based on the CMHPSM board approved budget.

**4.1.~~2.15~~9 Surplus Funds**. Unspent CMHPSM funds (difference between approved budgeted funds which have been withheld monthly by the CMHPSM and actual spent) will become part of the overall Medicaid funds usable across the region for current operations. If the funds are not needed for operations then they would be added to either the Medicaid Savings pooled funds or the ISF.

**4.2 LOCAL MATCH OBLIGATIONS**. The State of Michigan's appropriation act permits a contribution from internal resources. Local funds shall be used as a bona fide part of the State match required under the Medicaid program in order to increase capitation payments.

**4.2.1 Local Match Submission.** Partners shall submit local funds as a bona fide source of match for Medicaid to the CMHPSM on a quarterly basis. These payments shall be made in a reasonable timeframe to allow the CMHPSM to process the local match payment to the State in accordance with the MD~~CH~~HHS payment schedule.

**4.2.2 Local Match Monitoring.** The CMHPSM and its Partners shall establish mechanisms to ~~assure~~ ensure that the local match of each Partner is funded and monitored no less than quarterly to guarantee ~~assure~~ adequacy of funding.

**4.2.3 Responsibility to Notify.** Any Partner that projects a problem or issue with local match funding shall immediately notify the CMHPSM CFO. A plan of correction shall be completed and sent to the CMHPSM CFO within ten (10) business days of the identification of the problem.

## 4.6 COST SHARING.

**4.6.1 Leased and Regionally Centralized Delegated CMHPSM Functions.** Leased and regionally centralized delegated CMHPSM functions, if any, will be i~~ncluded~~dentified in separate sets of individual agreements between the CMHPSM and the CMHSP partners as part of the CMHPSM annual budget and payment will be forwarded to the Partner providing the service on a monthly basis. Leased services ~~are~~ for a designated staff person would~~and~~ include salary, benefits, and administrative overhead expenses proportionally to the leased FTE percent for that person or persons. Regionally c~~C~~entralized d~~D~~elegated services are functions completed for the entire Region ~~6~~ Six by a CMHSP Partner. Payments for delegated services ~~would~~~~dill~~shall cover all CMHSP Partner expenses that are applicable, including but not limited to salary, benefits, administrative overhead expenses proportionally to FTE staffing, operating or other related expenses and will be cost settled by the Partner with the CMHPSM annually. ~~The CMHPSM delegation grid details more specifically these functions.~~ This section does not refer to Medicaid Managed Care Administrative delegated functions which are individually delegated to a CMHSP Partner by the CMHPSM for local performance within the CMHSP's own county.

**4.7 MEDICAID MANAGED CARE ADMINISTRATIVE FUNCTIONS.** Many of the managed care administrative functions will be ~~completed at~~ delegated to the local CMHSP level. Financial support for these administrative functions will be included as part of each Partner's global allocation as described in the payment methods detailed in this Article IV and will be reported separately to the CMHPSM as ~~part~~ Medicaid managed care administration and included as a Medicaid expense.

**4.8 ACCOUNTABILITY OF CMHPSM INTERNAL FUNDS.** The CMHPSM Chief Financial Officer in collaboration with the CMHPSM Chief Executive Officer ~~Finance Committee~~ will review all of the following in relation to CMHPSM internal operations: contracts and procedures for expending funds or for the procurement of goods or services i.e., related to cost-sharing, cost-allocations, local match obligations related to Medicaid funds, fund transfers, repurchase (contracting back) arrangements, resource/asset claims, liability obligations, risk

obligations, risk management, contingencies, areas of limitations, and areas of exclusions, per diem and travel expense, space use agreements, employee leases and contracts, software and equipment leases, audit services and provide supporting information to the ROC, and provide a recommendation with supporting detail to ~~the ROC and~~ the CMHPSM Board.

**4.9 DEBT LIMITS.** The CMHPSM shall not incur debt greater than $25,000 without the approval of ~~each CMHSP Partner and~~ the CMHPSM Board ~~approval~~.

**4.10 SECURED AND UNSECURED BORROWING LIMITS.** All borrowing limits of the CMHPSM must have both Partner and CMHPSM Board approval.

## ARTICLE V
## IMMUNITY, LIABILITY, INSURANCE, DISPUTE

**5.1 GOVERNMENTAL IMMUNITY**. All the privileges and immunities from liability and exemptions from laws, ordinances, and rules provided under MCL § 330.1205(3) (b) of the Mental Health Code to county community mental health service programs and their board ~~Partners~~ members, officers, and administrators, and county elected officials and employees of county government are retained by the CMHPSM and the CMHPSM's Board Members ~~Partners~~, advisory board members~~Partners~~, officers, agents, and employees, as provided in MCL § 330.1204b (4).

**5.2 LIABILITY**.

**5.2.1** All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the CMHPSM shall be the sole and nontransferable responsibility of the CMHPSM, and not the responsibility of the Partner, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act by the CMHPSM, its Board Members~~Partners~~, officers, employees or representatives; provided that nothing herein shall be construed as a waiver of any governmental or other immunity that has been provided to the CMHPSM or its Board Partners, officers, employees or representatives, by statute or court decisions.

**5.2.2** All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Partner shall be the sole and nontransferable responsibility of the Partner and not the responsibility of the CMHPSM, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act by the Partner, its Board ~~–~~Members~~Partners~~, officers, directors, employees and authorized representatives; provided that nothing herein shall be construed as a waiver of any governmental or other immunity that has been provided to the Partner or its Board Members~~Partners~~, officers, employees or representatives, by statute or court decisions.

**5.2.3** Each Partner and the CMHPSM will obtain its own counsel and will bear its own costs including judgments in any litigation which may arise out of its activities to be carried out pursuant to its obligations under the Bylaws or any agreement between the Partners or the Partners and the CMHPSM. It is specifically understood that no indemnification will be provided in such litigation.

**5.2.4** In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly under the Bylaws or any agreement between the Partners or the Partners and the CMHPSM, such liability, loss or damages shall be borne by each party in relation to each party's responsibilities under the joint activities, provided that nothing herein shall be construed as a waiver of any governmental or other immunity granted to any of said parties as provided by applicable statutes and/or court decisions.

**5.2.5** Under the Bylaws, it is the intent that each of the Partners and the CMHPSM shall separately bear and shall be separately responsible for only those financial obligations related to their respective duties and responsibilities.

## 5.3 INSURANCE.

**5.3.1 Insurance.** The CMHPSM will obtain and maintain during the term of this Operating Agreement insurance coverage for funds and financial risk pursuant to its obligations. ~~Insurance coverage will be obtained to be effective 1/1/2014 based on consultation with insurance carriers and the CFO.~~ Each Partner shall procure, pay the premium on, keep and maintain during the term of this Operating Agreement insurance coverage in such amounts as necessary to cover all claims which may arise out of activities to be carried out pursuant to its obligations. Each Partner shall ensure that all of its subcontractors and their staff are covered by all appropriate liability and malpractice insurance for the services which they perform.

**5.3.2** The CMHPSM may purchase and maintain insurance on behalf of any person who is or was a Board MemberPartner, officer, employee or representative of the CMHPSM, against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the CMHPSM would have power to indemnify the person against such liability under the Bylaws or the laws of the State of Michigan.

**5.4 DISPUTE RESOLUTION.** Any dispute between the partners related to the CMHPSM Bylaws, or this Operating Agreement that cannot be resolved through amiable discussion will be referred to the Governing Boards of each Partner for due consideration within forty five (45) days. The resolution of the dispute will be final upon agreement of three-fourths of the Partners in the form of a duly adopted resolution of the governing bodies. Any other disputes related to other CMHPSM matter will be resolved as follows:

**5.4.1 Step 1.** The Executive Director of the Partner will attempt to resolve the dispute through discussion with the CMHPSM ~~Managing Director~~Chief Executive Officer and/or the ROC.

**5.4.2 Step 2.** If the dispute remains unresolved, the Executive Director of the Partner and the ~~Managing Director~~Chief Executive Officer will provide a written description of the ~~of~~ the issue in dispute and a proposed solution to the CMHPSM Board. The CMHPSM Board will have thirty (30) calendar days to provide a written decision.

**5.4.3 Step 3.** If the dispute remains unresolved to the satisfaction of the Partner, the Partner may seek mediation, binding arbitration or legal recourse as provided by law.

## ARTICLE VI
## HUMAN RESOURCES

### 6.1 HUMAN RESOURCES.

The CMHPSM as outlined by Article IV of the Bylaws shall "employ" staff by direct employment, leasing or contracting with the primary emphasis on assuring the CMHPSM staff understand and continue the shared governance culture and the continued service excellence that has been developed by the CMHPSM ~~over the last twelve (12) years~~.

~~The ROC shall appraise~~vet candidates for the position of ~~Managing Director~~CMHPSM Chief ~~Executive Officer and the CMHPSM CFO to ensure the CMHPSM Board receives only qualified applicants to consider.~~ The ROC will be involved in the interview and evaluation process of the ~~Managing Director~~CMHPSM Chief Executive Officer ~~including the potential employment methods used to serve the CMHSP Partners~~. The CMHPSM Board has the sole responsibilit~~l~~y for all hiring and retention decisions regarding the ~~Managing Director~~Chief Executive Officer.

The ~~Managing Director~~CMHPSM Chief Executive Officer shall hire internal staff according to the Chief Executive Officer Authority for Human Resources policy., ~~appointand/or, contract or lease human resources functions from any CMHSP Partner or outside entity to adequately staff and to provide the culture assurances as described above.~~

~~The personnel~~ CMHPSM employee manual ~~will be reviewed every two (2) years~~ and any other ~~leasing or contractual staffing agreements will be reviewed at least every two (2)~~annually ~~during the budgeting process~~years ~~by the CMHSP Managing Director~~Chief Executive Officer, ~~the ROC and CMHPSM Board.~~

## ARTICLE VII
## PLANNING AND POLICY DEVELOPMENT

### 7.1 PLANNING AND POLICY DEVELOPMENT

The CMHPSM Board, in collaboration with the ROC and the ~~Managing Director~~CMHPSM Chief Executive Officer will develop and publish a Mission and Vision Statement, congruent with the purpose of the CMHPSM.

As requested by the ROC and at the permission of the CMHPSM Board, the ~~Managing Director~~CMHPSM Chief Executive Officer will facilitate a planning session involving the CMHPSM Board and the ROC to create, update, or modify the l~~L~~ong-t~~T~~erm or strategic p~~P~~lan of the CMHPSM. In preparation for this planning, the ~~Managing Director~~CMHPSM Chief Executive Officer will use methods to gain input or feedback from Partner Boards, recipients of services and local communities ~~facilitate focus groups and needs assessments, using (if possible) the work of the Partner Boards, and standing committees of the CMHPSM~~ to inform the planning process.

The CMHPSM Board will approve the ~~Long Term~~ Strategic Plan prior to publication.

## ARTICLE VIII
## TERM, TERMINATION

**8.1** **TERM**. The term of this Operating Agreement shall commence on the last date upon which all parties hereto have executed this Operating Agreement and shall continue until terminated as provided in Section 8.2.

**8.2** **TERMINATION**. This Operating Agreement shall terminate upon the written agreement of three-fourths (3/4) of the CMHPSM Partners and the CMHPSM; provided that all outstanding indebtedness of the CMHPSM shall be paid and no contract of the CMHPSM shall be impaired by said termination. As soon as possible after termination of this Operating Agreement, the CMHPSM shall wind up its affairs as provided in the Bylaws.

## ARTICLE IX
## MISCELLANEOUS

**9.1** **ASSIGNMENT**. No party may assign its respective rights, duties or obligations under this Operating Agreement.

**9.2** **NOTICES**. All notices or other communications authorized or required under this Operating Agreement shall be given in writing, either by personal delivery or certified mail (return receipt requested).

**9.3** **ENTIRE AGREEMENT.** This Operating Agreement, including the Exhibits attached hereto and the documents referred to herein, embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. Except for the CMHPSM's Bylaws, there are no other agreements or understandings, oral or written, between the parties with respect to the subject matter hereof and this Operating Agreement supersedes all previous negotiations, commitments and writings with respect to the subject matter hereof.

**9.4** **GOVERNING LAW.** This Operating Agreement is made pursuant to, and shall be governed by, and construed, enforced and interpreted in accordance with, the laws and decisions of the State of Michigan.

**9.5** **BENEFIT OF THE AGREEMENT.** The provisions of this Operating Agreement shall not inure to the benefit of, or be enforceable by, any person or CMHPSM other than the parties and any permitted successor or assign. No other person shall have the right to enforce any of the provisions contained in this Operating Agreement including, without limitation, any employees, contractors or their representatives.

**9.6** **ENFORCEABILITY AND SEVERABILITY.** In the event any provision of this Operating Agreement or portion thereof is found to be wholly or partially invalid, illegal or unenforceable in any judicial proceeding, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Operating Agreement, as the case may require, and this Operating Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

**9.7 CONSTRUCTION.** The headings of the sections and paragraphs contained in this Operating Agreement are for convenience and reference purposes only and shall not be used in the construction or interpretation of this Operating Agreement.

**9.8 COUNTERPARTS.** This Operating Agreement may be executed in one or more counterparts, each of which shall be considered an original, but together shall constitute one and the same agreement.

**9.9 EXPENSES.** Except as is set forth herein or otherwise agreed upon by the parties, each partyParty shall pay its own costs, fees and expenses of negotiating and consummating this Operating Agreement, the actions and agreements contemplated herein and all prior negotiations, including legal and other professional fees.

**9.10 REMEDIES CUMULATIVE.** All rights, remedies and benefits provided to the parties hereunder shall be cumulative, and shall not be exclusive of any such rights, remedies and benefits or of any other rights, remedies and benefits provided by law. All such rights and remedies may be exercised singly or concurrently on one or more occasions.

**9.11 BINDING EFFECT.** This Operating Agreement shall be binding upon the successors and permitted assigns of the parties.

**9.12 RELATIONSHIP OF THE PARTIES**. The parties agree that no party shall be responsible for the acts of the CMHPSM or of the employees, agents and servants of any other party, whether acting separately or in conjunction with the implementation of this Operating Agreement. The parties shall only be bound and obligated under this Operating Agreement as expressly agreed to by each party and no party may otherwise obligate any other party.

**9.13 NO WAIVER OF GOVERNMENTAL IMMUNITY**. The parties agree that no provision of this Operating Agreement is intended, nor shall it be construed, as a waiver by any party of any governmental immunity or exemption provided under the Mental Health Code or other applicable law.

## ARTICLE X
## AMENDMENTS

Modifications, amendments or waivers of any provision of this Operating Agreement may be made only by the written consent of three-fourths (3/4) of the parties hereto.

## ARTICLE XI
## CERTIFICATION OF AUTHORITY TO SIGN THIS OPERATING AGREEMENT

The persons signing this Operating Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Operating Agreement on behalf of said parties, and that this Operating Agreement has been authorized by said parties pursuant to formal resolution(s) of the appropriate governing body(ies).

IN WITNESS WHEREOF, the parties hereto have entered into, executed and delivered this Operating Agreement as of the dates noted below.

**LENAWEE COMMUNITY MENTAL HEALTH AUTHORITY**

By: _____ Date: _____

Its: _____

**LIVINGSTON COUNTY COMMUNITY MENTAL HEALTH AUTHORITY**

By: _____ Date: _____

Its: _____

**MONROE COMMUNITY MENTAL HEALTH AUTHORITY**

By: _____ Date: _____

Its: _____

**WASHTENAW ~~COMMUNITY HEALTH ORGANIZATION~~COUNTY COMMUNITY MENTAL HEALTH**

By: _____ Date: _____

Its: _____

**COMMUNITY MENTAL HEALTH PARTNERSHIP OF SOUTHEAST MICHIGAN**

By: _____ Date: _____

Its: _____

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